



TOWN OF CHEVERLY, MARYLAND
MAYOR AND TOWN COUNCIL

TOWN MEETING
Thursday, July 11, 2019

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Approval of Agenda
4. Resident Input
5. Approval of Minutes (June 13, 2019)
6. Interim Administrator Report
7. Acting Chief of Police Report
 - a. Swearing in of Officers Ford and Keene
8. Committee Reports
 - a. Recreation Council
 - b. Green Infrastructure Committee
 - c. Cheverly Day Committee
 - d. Planning Board
9. Mayor's Award
10. Jack Wheat Award
11. Approval of Resolution Re: Local Government Insurance Trust (LGIT) Health Cooperative
12. Approval of Employment Agreement for New Town Administrator
13. Approval of Administrative Policy Re: Flags
14. Appointment to New Seventh Seat on Town Ethics Commission
15. Council Announcements
16. Adjournment

Next Meetings of the Mayor and Town Council

July 25, 2019 Worksession 7:30 pm

August 8, 2019 Town Meeting 8:00 pm

June 13, 2019

Present: Mayor Laila Riazi, CM Eric Radloff, CM Micah Watson, CM Nicole Bryner, CM Kayce Munyeneh, CM Jennifer Garcia, CM Amy fry

Also: Interim Town Administrator Deutsch, Town Attorney Cornbrooks

8PM Call to Order

Pledge of Allegiance

1. Swearing in of CM Ward 2: Micah Watson
2. Agenda Approval
CM Bryner moves to Approve. CM Fry seconds. Motion passes 6-0
3. Minutes Approval
CM Watson moves to Approve. CM Radloff seconds. Motion passes 6-0
4. Town Administrator Report
 - a. Awaiting final appraisal information from SHA for dog park
 - b. 6 new pet waste management stations are coming,
 - c. Concern regarding BW Parkway expansion, possible letter to Gov. Hogan
 - d. Mayor states opposition to the expansion and agrees to letter
 - e. CM Bryner questions if there is just opposition to the Parkway expansion or the 495/270 expansion as well. Supports writing a letter
 - f. CM Radloff motions for letter. CM Fry seconds. Motion passes 6-0
 - g. Town Administrator interviews tomorrow
 - h. Pavilion progress
 - i. Walden Sierra outpatient/residential facility in the "Saturn" building possible
 - j. De'Ranch Special Entertainment license tabled due to problems with existing permits
 - k. MML Conference
 - l. New Public Works Director, Steve Brayman is on board
5. Mayor:
 - a. Smith and sons air quality filed for extension of comment period closing on the 22nd.
 - b. CM Bryner expresses frustration with the process
 - c. News and Announcement the MDE link.
 - d. Crematorium update
 - e. Pepco Door hangers and vegetation management
 - f. Air quality program with UMD. Mapping for low cost/high quality monitors
6. Acting Chief Towers Report
 - a. Increased complaints re: speeding and stop signs and pets (waste and leash laws)
 - b. 21 Total Crimes
 - c. Weekends have the most crime
 - d. Theft is the #1 crime, mostly from vehicles
 - e. Text notification up and running

- f. Uniform committee to evaluate uniforms
 - g. Survey with Jay Brown re: trust and values
 - h. Dynamic police personnel evaluations meeting with UMD
 - i. Expressed appreciation for support from residents re: his position but also wants to make sure everyone knows that he respects the process.
- 7. Green Infrastructure Committee Update
- 8. Cheverly Day Committee Update
- 9. Resident Input
 - a. Barbara Brown: African American Community Organization
 - b. Fred Price Jr : put something better in the World Recycling space
 - c. Charles Wilson Ward 4: Booms and Barking Dogs on Belview
- 10. Topical Resident Input
 - a. Chief Selection Process
 - i. Kobe Pruitt
 - ii. Jennifer Kone
 - iii. Murielle Stewart
 - iv. Marvalee Nettles for PCAB
 - v. Fred Price, Jr
 - b. Pride Proclamation Month
 - i. Noah, Age 9
 - ii. Brian Watkins, Ward 3
 - iii. Diane LaVoy, Ward 1
 - iv. Karen Dolan
 - v. Jennifer Kone
 - vi. Ricardo Vasquez
 - vii. Neil, Ward 2
- 11. Ordinance 19-04 3rd Reader and action. Amendment to increase Ethics Commission membership by 1 at large member. Deletes "or until a successor is appointed".
 - a. CM Watson Moves to Approve. CM Bryner seconds. Motion passes 6-0
- 12. CM Bryner moves to move the reading of the Pride Proclamation up in the agenda. CM Garcia seconds. Motion passes 6-0
- 13. Mayor reads Pride Proclamation
 - a. CM Radloff hopes to see a Pride Flag soon
 - b. CM Bryner every month is pride month
 - c. CM Garcia moved by stories
 - d. CM Fry continue to be open and welcoming
 - e. CM Munyeneh Thanks everyone for their stories
 - f. CM Watson "ditto"
- 14. Ordinance 19-05 Budget Ordinance CM Watson Moves to adopt. CM Garcia seconds. Motion passes 6-0
- 15. Police Chief Selection Process
 - a. Proceed with Selection of Acting Chief Towers

- b. Regional Search
- c. National Search

Discussion beginning with CM Watson. Hybrid option between a&b seems nice but is disingenuous. Ultimately would like to see us hire A. Chief Towers but thinks a regional search is the least worst option

CM Munyeneh: option b

CM Fry: integrity of the process, option b

CM Garcia: respect the process

CM Bryner: not to rush the process, but move without delay for regional search

CM Radloff: Moves toward option a.

David Deutsch: summary of regional search

Job Ad: June 18

Submit to Agencies by June 20

Applications due July 12

Review by July 23 and background record check dependent,

Interviews August 1.

CM Watson: motion to move forward without delay and decouple the process from the selection of the Town Administrator. CM Radloff seconds

CM Bryner wants to know time line with option A.

Vote is called. CM wards 1, 2, 4, 6 approve

CM Garcia Opposes

CM Bryner Abstains

CM Bryner: motion to move without delay for regional search. CM Munyeneh seconds. CM Ward 3,4,5,6 approve. CM Ward 1,2 oppose

16. Proclamation of Gratitude

- a. CM Radloff moves to adopt. CM Munyeneh seconds. Motion passes 6-0

17. 3rd Amendment to employment agreement with Interim Town Administrator to extend contract until July 31. CM Watson moves to approve. CM Garcia Seconds. Motion passes 6-0

18. Council Announcements :

- a. CM Fry: Encouragement to CM Garcia. Thanks to Steve Brayman and A. Chief Towers for Cheverly Day weekend and Happy Father's Day.
 - b. CM Munyeneh: Growing Pains. Thanks to everyone for rearranging schedules to accommodate her schedule. 4th Ward Civic Association Meeting 3rd Monday.
 - c. CM Watson: Happy Father's Day
 - d. CM Garcia: Thanks everyone for coming out. Thanks CM Fry. Cheverly Station apartment's pool is open. Happy Father's Day.
 - e. CM Bryner: All working together
 - f. CM Radloff: Happy Father's Day to all the Dads and Dog Dads. June 29, 2-5pm Cheverly Village is hosting an event for LGBTQ+ seniors
 - g. Mayor Riazi: deeper appreciation for all the work staff does, Positive, peaceful, productive.
19. CM Bryner moves to adjourn. CM Fry seconds. Motion passes 6-0
20. Meeting Adjourns at 11:28



Memo

To: Town Administrator, Mayor and Council
From: Jarod Towers, Acting Chief of Police #1682
Date: Friday, July 05, 2019
Re: Monthly Chief's Report **June 2019**

Crime/Enforcement Report:

For June 2019, there were 20 reported crimes:

2 robberies (1 citizen and 1 commercial), 4 assaults (1 aggravated, 2 simple, 1 domestic related), 3 burglaries (2 residential and 1 non-residential), 1 auto theft, 8 thefts (3 thefts from auto, 3 shoplifting thefts, and 2 thefts involving fraud), and 2 vandalisms.

There was a total of 22 arrests, all adults:

2 burglaries, 2 for assaults, 2 for thefts, 1 for handgun possession, 4 for disorderly conduct, 7 for narcotic related offenses, 3 for warrants, and 1 for DUI/DWI.

The department responded to 270 calls for service, completed 76 house and 6 elder watch checks, and wrote 54 police and 6 accident/collision reports.

The department made 168 traffic stops, issued 66 traffic citations, 190 warnings, 16 safety equipment repair orders, and 2 parking citations.

Community Outreach:

June 2nd members of the department, along with 8 students from Gladys Noon Spellman Elementary, were able to attend Heroes' Day at Bowie Baysox Stadium. The students were able to see their favorite super heroes, get some various goodies, meet the Baysox players, get an auto-graphed baseball from the team, and enjoy an actual game.

June 14th's Community Movie Night was a huge success. We want to thank everyone who came out to enjoy the movie with us. We learned a lot regarding how to make the next event even better, and we hope to see everyone there as well.

On June 18th the Police Chiefs' Association of Prince George's County held their annual awards program in Glenarden. Every year the ceremony is held to honor members of the law enforcement community, both sworn and unsworn, for exceptional performance in job duties and responsibilities. This year 2 members of our department were honored. Pfc. Bilo and Mr. Harvey were honored as the department's Officer and Civilian of the year, respectively.

On Monday, July 1st, the Police Chief's Advisory Board (PCAB) began their new, weekly series "Behind the Badge." Every Monday, a new officer will be featured on PCAB's Facebook page answering some "behind the scenes" question. Keep a lookout for the posts on social media. July 1st's feature officer was Officer Ford.

The department is continuing talks to ensure that the community's voice is heard as it pertains their view of the department and the department's enforcement efforts. On July 2nd myself, Mr. Jay Brown, the Senior Vice President for the Human Rights Campaign, and Dr. Katie Zafft, the President of PCAB, met to discuss the creation of an all-inclusive survey that will be used to track the community's trust in the department. While currently in its initial stages, we continue to strive to create a survey that will be all-inclusive.

The department's CodeRED Mass Notification System is live. Please remember, every Tuesday and Thursday, between the hours of 5 PM and 7 PM, residents can stop by the police department for assistance with signing up with the system.

We're kicking off our first Ice Cream Social, co-hosted with Cheverly PCAB, on July 11th, in Ward 5 at the Cheverly Station Apartments. Participants at the socials will be able to meet our officers, discuss current crime trends, discuss trends and concerns within the Ward, and even play a few games, all while enjoying some ice cream. We will be visiting every ward by the end of August. The scheduled socials are as follows:

July 11th - Cheverly Station Apartments, 6341 Landover Rd.

July 18th - Cheverly-East Park, 6600 Block Oak St.

July 25th - Boyd Park, State Street & 64th Ave.

Aug. 8th - Intersection of Forest Rd., Valley Way, & Greenleaf Rd.

Aug. 15th - Gast Park (Cheese Park), Parkway & Inwood St.

Aug. 22nd - Cheverly-Euclid Park (Castle Park), Euclid St. & Crest Ave.

If you haven't heard, our kickball league games have moved to a new location. We now play at the Town Park, every Wednesday, starting at 6:30 PM. We continue to see a growth in the number of participants and thank everyone who comes out to enjoy the game and interact with us.

Coffee with the Chief, for the month of July, will be held on Monday, July 15th, from 4:00 PM to 6:00 PM and Wednesday, July 17th, from 7:00 AM to 9:00 AM.

Administrative Report:

There was two use of force incidents for the month of June. One stemming from an assault on an officer, the other related to the possession of an illegal weapon.

There was one complaint filed. This was a result of an internal review.

As of June 14, 2019, the department has begun advertising for the Lieutenant's position, Sergeant's position, 2 Master Corporal positions, and the new Police Clerk position. Currently there are 4 applications for Lieutenant, 4 applications for Sergeant, 2 applications for Master Corporal, and 8 applications for Police Clerk. Applications are being accepted until 11:59 PM on July 15, 2019.

Just a reminder, all Calls for Service requiring an officer's presence will now be forwarded to P.G. County's Non-Emergency communication number for dispatching. The administrative office will no longer dispatch officers to calls for record keeping, safety, and liability reasons.

2019**CHEVERLY POLICE DEPARTMENT STATISTICS****CRIME STATS**

	YEAR TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
ARSON	0	0	0	0	0	0	0						
ASSAULT	18	1	1	4	5	3	4						
AUTO THEFT	5	0	0	2	0	2	1						
BURGLARY (B&E)	9	2	0	1	0	3	3						
CAR-JACKING	0	0	0	0	0	0	0						
HOMICIDE	0	0	0	0	0	0	0						
KIDNAPPING	0	0	0	0	0	0	0						
ROBBERY	10	0	3	1	3	1	2						
SEX OFFENSE	1	0	1	0	0	0	0						
THEFT (includes Fraud)	50	10	7	7	9	9	8						
VANDALISM	8	0	1	2	0	3	2						
	101	13	13	17	17	21	20	0	0	0	0	0	0
IDENTITY THEFT	2	0	0	1	0	1							
Use of Force Incident	10	1	2	2	2	1	2						

Adult - ARRESTS	139	23	26	22	27	19	22						
Juvenile - ARRESTS	5	0	0	0	2	3	0						
WARRANTS	41	10	5	8	10	5	3						
(Criminal/Civil) CITATIONS	31	7	3	4	7	5	5						
DUI / DWI	15	2	5	2	2	3	1						
EPS	4	0	1	1	1	1	0						
(Field Observation Report) FOR	29	8	8	5	6	0	2						
STATE TRAFFIC CITATIONS	697	177	176	122	83	73	66						
WARNINGS	1236	193	215	184	265	189	190						
SERO (Equip Repair Order)	143	39	36	15	18	19	16						
TOWN PARKING TICKETS	88	9	43	21	12	1	2						
HOUSE CHECKS	574	42	55	156	107	138	76						
ELDER WATCH CHECKS	41	10	4	0	10	11	6						
REPORTS WRITTEN	285	48	35	48	55	45	54						

Cheverly Police Department
CALLS FOR SERVICE TOTALS

6/1/2019

To

7/1/2019

Incident Type	Total
911 DISCONNECT	23
ACCIDENT	20
ALS COMBINED	1
ANIMAL COMPLAINT	5
ARMED PERSON	3
ASSAULT	1
ASSAULT COMBINED	2
ASSAULT REPORT	1
ASSIST	1
BREAK IN IN PROGRESS	3
CDS COMPLAINT	2
CHECK WELFARE	6
CHECK WELFARE COMBINED	6
CIT ROBBERY REPORT	1
CVA ABUSE	1
DISORDERLY	21
DOMESTIC	12
DOMESTIC COMBINED	1
DOMESTIC STANDBY	2
DWI DRIVER	1
FAMILY DISPUTE	2
FIGHT	3
FOUND	3
FRAUD	3
GUNSHOTS	1
HIT AND RUN	3
LOCK OUT/IN COMBINED	3
LOST PROPERTY	1
LOUD MUSIC COMPLAINT	3
MISC POLICE INCIDENT	14
MISSING PERSON	4
NEIGHBOR COMPLAINT	1
NOISE COMPLAINT	7
OPEN DOOR WINDOW	1
PARKING ENFORCMENT	1

PEDESTRIAN STRUCK COMBINED	1
PREMISE CHECK	3
PROPERTY ALARM COMMERCIAL	4
PROPERTY DAMAGE	1
REPORTED T/A ROBBERY	1
RESIDENTIAL ALARM	11
STOLEN VEH	6
SUBJECT STOP	8
SUSPICIOUS AUTO	3
SUSPICIOUS OCC AUTO	3
SUSPICIOUS PERSON	5
THEFT FROM AUTO	3
THEFT FROM AUTO J O	1
THEFT J O	4
THEFT REPORT	8
THREATS COMPLAINT	1
TRAFFIC COMPLAINT	11
TRAFFIC HAZARD	3
TRESPASSING COMPL	4
UNKNOWN TROUBLE	18
VANDALISM	5
VEHICLE ACCIDENT COMBINED	3
Total Calls -->	270

CHEVERLY POLICE DEPARTMENT
Case Reports Written

6/1/2019

To

7/1/2019

Date	Time	Report No.	Subject	Disposition	Workflow Stage	ID
BILO, NICHOLAS # 1701						
06/03/2019	19:29	19-0032647-001	FRAUD	Active	Work-Complete	1701
06/04/2019	02:37	19-0032693-001	BREAK IN IN PROGRESS	Active	Work-Complete	1701
06/07/2019	01:51	19-0033357-001	Marijuana to be destroyed	Not a Crime/Other Service	Work-Complete	1701
06/12/2019	18:59	19-0034594-001	Domestic Arrest	Arrest	Officer	1701
06/15/2019	07:14	19-0035152-001	Search Warrant (Meth)	Arrest	Supervisor	1701
06/25/2019	22:57	19-0037423-001	CDS Arrest (PCP)	Arrest	Work-Complete	1701
Total for # 1701 >>						6
FORD, DELANTE F # 1708						
06/04/2019	22:57	19-0032913-001	Recovered CDS	Not a Crime/Other Service	Work-Complete	1708
06/15/2019	02:30	19-0035126-001	ASSAULT	Active	Work-Complete	1708
06/18/2019	18:15	19-0035861-001	FRAUD	Active	Work-Complete	1708
06/19/2019	19:06	19-0036136-001	Found Toe	Not a Crime/Other Service	Work-Complete	1708
06/22/2019	23:42	19-0036790-001	CDS Arrest (Marijuana)	Arrest	Work-Complete	1708
06/27/2019	19:20	19-0037772-002	Identity Theft	Active	Supervisor	1708
06/27/2019	19:20	19-0037772-001	Identity Theft	Active	Work-Complete	1708
06/28/2019	01:36	19-0037835-001	Handgun	Arrest	CHVP Records	1708
06/28/2019	18:48	19-0037975-001	THEFT REPORT	Active	Work-Complete	1708
06/28/2019	19:32	19-0037981-001	Property Damage	Not a Crime/Other Service	Work-Complete	1710
06/28/2019	19:38	19-0037980-001	Failure to obey	Criminal Citation / Summons	Work-Complete	1708
Total for # 1708 >>						11
GENNA, KEVIN # 1704						
06/01/2019	18:49	19-0032220-001	ANIMAL COMPLAINT	Not a Crime/Other Service	Work-Complete	1704
06/07/2019	18:17	19-0033512-001	ASSAULT REPORT	Active	Work-Complete	1704
06/11/2019	17:58	19-0034328-001	Recovered Property	Not a Crime/Other Service	Work-Complete	1704
06/11/2019	19:56	19-0034393-001	OPEN DOOR WINDOW	Not a Crime/Other Service	Work-Complete	1704
06/21/2019	01:03	19-0036379-001	T - Traffic Stop	Not a Crime/Other Service	Work-Complete	1704
06/22/2019	00:34	19-0036596-001	CDS COMPLAINT	Not a Crime/Other Service	Work-Complete	1704
06/27/2019	01:22	19-0037622-001	CDS Arrest (Cocaine)	Arrest	Supervisor	1704
Total for # 1704 >>						7
KEENE, JONATHAN M # 1713						
06/02/2019	21:10	19-0032427-001	Warrant Service	Not a Crime/Other Service	Work-Complete	1713
06/03/2019	01:29	19-0032458-001	CDS Recovered	Not a Crime/Other Service	Supervisor	1713
06/15/2019	10:32	19-0035201-001	DEATH REPORT	Not a Crime/Other Service	Work-Complete	1713
06/16/2019	21:11	19-0035458-001	PROPERTY DAMAGE	Not a Crime/Other Service	Work-Complete	1713
06/16/2019	22:57	19-0035471-001	DISORDERLY ARREST	Arrest	Supervisor	1713
06/17/2019	20:40	19-0035694-001	DWI DRIVER	Arrest	Work-Complete	1713
06/17/2019	20:40	19-0035694-002	DWI DRIVER	Arrest	Work-Complete	1713
06/20/2019	23:00	19-0036366-001	Recovered CDS	Not a Crime/Other Service	Supervisor	1713
06/21/2019	21:23	19-0036571-001	CDS Marijuana	Arrest	Work-Complete	1713
Total for # 1713 >>						9
KVECH, ANDREW # 1694						
06/04/2019	12:58	19-0032758-001	THEFT REPORT	Active	Work-Complete	1694
06/05/2019	09:30	19-0031706-002	B & E	Active	Work-Complete	1694
06/11/2019	19:29	19-0034355-001	BREAK IN IN PROGRESS	Active	Work-Complete	1694

06/12/2019	13:00	19-0034355-002	BREAK IN IN PROGRESS	Active	Work-Complete	1694
06/14/2019	15:19	19-0035024-001	CIT ROBBERY REPORT	Active	Work-Complete	1694
06/15/2019	11:41	19-0035211-001	B&E 1st/ CDS Arrest	Arrest	Work-Complete	1694
Total for # 1694 >>						6
LAMB, JASON # 1673						
06/18/2019	12:47	19-0035801-001	Recovered Property	Not a Crime/Other Service	Work-Complete	1673
06/25/2019	08:25	19-0037256-001	FRAUD REPORT	Active	Work-Complete	1673
Total for # 1673 >>						2
SOARES, MORGAN M # 1705						
06/05/2019	04:01	19-0032912-001	CDS COMPLAINT	Not a Crime/Other Service	Work-Complete	1705
06/10/2019	18:27	19-0034104-001	Disorderly	Active	Work-Complete	1705
06/10/2019	18:27	19-0034104-002	Disorderly	Arrest	Supervisor	1705
06/11/2019	02:14	19-0034167-001	Recovered stolen vehicle	Not a Crime/Other Service	Work-Complete	1705
Total for # 1705 >>						4
WEBB, FRANCIS # 1674						
06/06/2019	08:53	19-0033167-001	THREATS COMPLAINT	Active	Work-Complete	1674
06/06/2019	09:45	19-0033176-001	Loitering	Criminal Citation / Summons	Work-Complete	1674
06/20/2019	15:30	19-0036284-001	VANDALISM	Active	Work-Complete	1674
06/20/2019	15:33	19-0036288-001	Misc Police Service	Not a Crime/Other Service	Work-Complete	1674
06/25/2019	06:34	19-0037239-001	Recovered stolen auto	Not a Crime/Other Service	Work-Complete	1674
06/25/2019	15:43	19-0037344-001	Property Damage	Active	CHVP Records	1674
06/26/2019	11:29	19-0037504-001	THEFT REPORT	Active	Work-Complete	1674
06/29/2019	16:55	19-0038130-001	Theft arrest	Criminal Citation / Summons	Work-Complete	1674
06/30/2019	15:58	19-0038295-001	Damage to property	Active	Work-Complete	1674
Total for # 1674 >>						9
Total Reports >>						54

**RESOLUTION OF THE TOWN COUNCIL
OF CHEVERLY**

Recitals

WHEREAS, The Mayor and Town Council of Cheverly (the "Town") desires to participate in LGIT-Health offered by the Local Government Insurance Trust to local governments in Maryland pursuant to Insurance Article, §§ 19-602 and 19-603 of the Maryland Code;

WHEREAS, the Town is a "local government" as defined in Insurance Article, § 19-603 of the Maryland Code;

WHEREAS, the Town is willing to make a two-year commitment to participate in LGIT-Health and, pursuant to and in accordance with Insurance Article, § 19-603 of the Maryland Code, to pledge its full faith and credit and unlimited taxing power to the Town's payment obligations to LGIT-Health;

WHEREAS, Insurance Article, § 19-603 of the Maryland Code authorizes the Town to (i) enter into a funding agreement in connection with LGIT-Health, (ii) determine by resolution the provisions, terms, conditions, and duration of the funding agreement, and (iii) undertake a payment obligation in the funding agreement without regard to any limitations contained in its charter or other applicable public local law or public general law that otherwise would apply and without complying with any procedures contained in its charter or other applicable public local or public general law that otherwise would be required;

WHEREAS, the Town understands and acknowledges that the health benefit plan adopted by the Town in connection with LGIT-Health is a self-funded plan;

WHEREAS, the Town understands, and agrees to, all terms and conditions of participation in LGIT-Health; and

WHEREAS, the Town may not be assessed for any funding deficit in LGIT-Health and is not obligated to fund LGIT-Health except to the extent set forth in the funding agreement approved by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF CHEVERLY AS FOLLOWS:

1. The Council hereby authorizes and approves the Town's participation in LGIT-Health offered by the Local Government Insurance Trust ("LGIT") to local governments in Maryland effective as of July 1, 2019, and acknowledges and accepts the terms and conditions established by LGIT for participation in LGIT-Health from and after July 1, 2019.

2. The Council hereby approves, and authorizes the execution and delivery of the Member Funding Agreement dated as of July 1, 2019 between the Town and LGIT (the "Agreement") in the form set forth in Exhibit A to this Resolution.

3. Pursuant to Insurance Article, § 19-603(c)(1) of the Maryland Code, a payment obligation in the Agreement is a general obligation of the Town to which the Town's full faith and credit and unlimited taxing power are pledged and is not subject to annual appropriation by the Town.

4. The Council hereby authorizes, empowers and directs the appropriate officers and employees of the Town to execute and deliver the Agreement and to take all other actions necessary and appropriate to effect the Town's participation in LGIT-Health from and after July 1, 2019 in accordance with the terms and conditions set forth in the Agreement.

5. This Resolution shall take effect immediately upon its adoption by the Council.

[SEAL]

Mayor

Attest:

Town Administrator

Adopted: _____, 2019

EXHIBIT A

FORM OF MEMBER FUNDING AGREEMENT

**EMPLOYMENT AGREEMENT
DYLAN O. GALLOWAY – TOWN ADMINISTRATOR**

Date of Hire: July 29, 2019

AGREEMENT

THIS AGREEMENT is made this 11th day of July, 2019, by and between **THE TOWN OF CHEVERLY**, a municipal corporation of the State of Maryland, hereinafter referred to as the “Town,” and **DYLAN O. GALLOWAY**, hereinafter referred to as “Employee.”

RECITALS

WHEREAS, Employee desires to provide services to the Town as the Town Administrator; and

WHEREAS, the Mayor and Council appointed Employee to be the Town Administrator and authorized the Mayor to enter into this agreement; and

WHEREAS, Employee serves at the pleasure of the Mayor and Town Council; and

WHEREAS, the Town and Employee agree that it is appropriate to memorialize the conditions and terms of employment without modifying the at-will nature of the employment.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the Town and Employee agree as follows:

SECTION 1. DUTIES

- 1.1. Employee shall be responsible to the Mayor and Town Council.
- 1.2. Employee shall perform other legally permissible and proper duties and functions as the Mayor and Town Council shall, from time to time, assign.
- 1.3. Employee shall devote his entire time to the discharge of official duties and shall not engage in outside employment; however, the term “outside employment” shall not be construed to include occasional teaching, writing or consulting performed on Employee’s time off as long as such activities do not conflict with, or in any way interfere with or impede, Employee’s ability to perform his duties as an employee of the Town.

SECTION 2. TERM

- 2.1. Employment shall commence on July 29, 2019.
- 2.2. Employee’s first day of work as Town Administrator for the Town shall be, July 29, 2019.

2.3. Employee agrees to provide at least thirty (30) days written notice to the Mayor and Council prior to resignation or retirement.

SECTION 3. COMPENSATION

3.1. The Town shall pay Employee a gross salary of \$121,000.00 annually for his services or prorated portion thereof. Payroll taxes will be removed. Employee is eligible for merit increases at the discretion of the Mayor and Council. Cost of living ("COLA") increases will be granted in accordance with any COLA increases granted to all employees.

3.2 The Town shall provide a municipally owned vehicle for Employee's business use.

3.3 The Town shall provide a Town cellular telephone for Employee's business use.

3.4 The Town shall pay Employee's dues for ICMA and MCCMA, expenses for attending annual conferences of the same, and expenses associated with MML's annual conference.

3.5 The Town shall reimburse Employee for moving his household goods from North Carolina to Maryland. Reimbursement shall not exceed \$7,500. Employee must provide Town with documentation that he obtained three quotes for the move in order to be eligible for reimbursement. Said reimbursement shall be a one-time expense for the move from North Carolina to Maryland.

SECTION 4. PERFORMANCE EVALUATION

4.1. The Mayor and Council shall do a written review and evaluation of the performance of Employee at least once annually, but no later than the 15th day of May of each year. Employee shall be entitled to discuss the evaluation with the Mayor and Council.

SECTION 5. HOURS OF WORK

5.1. Employee is a full-time employee who shall perform all duties reasonably necessary for Employee to faithfully perform his duties as required by the Mayor and Town Council, including attendance at Council meetings.

SECTION 6. ANNUAL AND SICK LEAVE

6.1. Employee shall accrue annual leave with the same accrual schedules and limitations as those of a classified employee of the Town, but Employee shall accumulate leave at the same rate as an employee who has been with the Town for more than fifteen years. All Town Regulations regarding using annual leave shall apply to Employee.

6.2 Employee shall accrue sick leave with the same accrual schedules and limitations as those of a classified employee of the Town. All Town Regulations regarding using sick leave shall apply to Employee.

6.3. If Employee resigns or retires from employment, Employee shall be paid for accrued Annual Leave pursuant to the Town's policy and regulations for its employees.

SECTION 7. HEALTH AND LIFE INSURANCE

7.1. The Town agrees to put into force and to make premium payments for Employee for insurance policies equivalent to those provided all classified employees of Employer, which may include accident and medical group insurance.

7.2. The Town shall provide and pay for life insurance for Employee with a payout equal to the amount of his then current annual salary.

SECTION 8. RETIREMENT

8.1. This position is covered under the Maryland State Retirement And Pension System (hereinafter "SRPS"), which requires a seven percent (7%) employee contribution.

8.2. The Town agrees to make contributions into SRPS on Employee's behalf, in equal proportionate amounts each pay period, on the same basis as it does for all other non-law enforcement employees of the Town.

8.3. Employee is eligible to participate in the Town's 457 deferred compensation plan. The Town will match Employee's contribution at 50%.

SECTION 9. DEATH DURING TERM OF EMPLOYMENT

9.1. If Employee dies during his employment, the Town shall pay to Employee's estate all the compensation that would otherwise be payable to Employee up to the date of Employee's death.

SECTION 10. NON-RENEWAL, EXTENSION, REMOVAL

10.1. The Town, at its sole discretion, may terminate this Agreement at any time and for any reason.

10.2. In the event that the Town exercises its option to terminate this Agreement pursuant to 10.1, *supra*, employee shall be entitled to six months' severance pay, which shall include the prorated amount of his salary, benefits, and any leave payout he would otherwise be entitled to under the Town Code and applicable policies.

SECTION 11. INDEMNIFICATION

11.1. The Town, but only to the degree that its insurance allows and in accordance with applicable law, shall defend, save harmless and indemnify Employee in the same manner and according to the same conditions as any municipal official and/or employee, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of and in the performance of

Employee's duties for the Town, such duties to include all obligations and commitments as articulated in this Agreement. Town or its insurance company may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon but only pursuant to the insurance agreement and terms; provided, however, that nothing herein shall obligate the Town to pay the costs of defending any criminal action brought by any Municipal, County, State or Federal authority.

SECTION 12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

12.1. The Town, in consultation with Employee, may modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or any other law. Further, all provisions of the Town Charter and the Town Code and the Personnel Manual of the Town and all applicable policies relating to annual and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to Employee as they would to other employees of the Town.

SECTION 13. NO REDUCTION IN BENEFITS

13.1 The Town shall not at any time during this Agreement reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such reduction across-the-board for all employees of the Town.

SECTION 14. NOTICES

14.1. Notices pursuant to this Agreement shall be given by United States Mail, postage pre-paid, addressed as follows:

The Town:	Mayor Town of Cheverly 6401 Forest Road Cheverly, Maryland 20785
Employee:	Dylan O. Galloway 4809 Yellow Locust Drive Browns Summit, North Carolina 27214 (or home address upon relocation closer to Cheverly)

14.2. Alternatively, notices required pursuant to this Agreement may be personally served on the Employee.

14.3. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Mail Service.

SECTION 15. ENTIRE AGREEMENT

15.1. This Agreement shall constitute the entire agreement of the parties. No oral agreement or arrangement, not put in writing **AND SIGNED BY BOTH PARTIES**, shall have any force and effect: provided, however, that any Ordinance or Charter provision or Amendment thereto shall automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement after proper adoption by the Town; and provided further that this Agreement shall be binding upon and insure to the benefit of the heirs at law and personal representatives of Employee.

This Agreement shall become effective commencing the date of signature. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15.2. The recitals above are hereby incorporated into this Agreement.

THE TOWN OF CHEVERLY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly witnessed; and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Employee:

7/1/2019
Date

Dylan O. Galloway
Dylan O. Galloway

The Town of Cheverly:

Date

Laila Riazi, Mayor

Witness:

Date

TOWN OF CHEVERLY ADMINISTRATIVE REGULATION 2019-03

FLAGS Adopted _____, 2019

I. Definitions.

“Banner” means a display similar in shape and size of a flag representative of an entity or organization other than a governmental jurisdiction.

“Flag” means the U.S. flag, the Maryland State flag, and the official flag of other governmental jurisdictions such as city, state or national flags.

“Half-Staff” means the position of the flag when it is one-half the distance between the top and bottom of the staff.

“Proclamation” means a formal written declaration issued by the Mayor and Council to recognize the importance of a community event, a significant achievement of a community member or to signal the Town’s role in a significant event.

II. Policy.

A. It is the policy of the Town of Cheverly to correctly honor the flags of the United States, the State of Maryland, and flags of other governmental entities and ensure a standard for flag display on Town property. Except as otherwise provided, this policy shall apply to all Town departments.

B. The Town of Cheverly shall comply with national and state protocols for flag display and etiquette.

C. The Town of Cheverly follows the Maryland State provisions governing the display of flags, including the United States flag, the State flag, and the Town flag, with the United States flag permanently flying in front of Town Hall.

D. In addition to the above-referenced flags, other flags or banners may be displayed on a permanent or temporary basis outside or inside Town of Cheverly buildings. Other flags and banners may only be displayed upon the issuance of a federal or state proclamation or resolution or a proclamation by the Mayor and Council. All flags and banners will be displayed with authorization by the Town Administrator as prescribed by the applicable proclamation or resolution.

E. It is the universal custom to display the flag only from sunrise to sunset on buildings and on stationary flag staffs in the open. However, when a patriotic effect is desired, the flag may be displayed twenty-four hours a day if properly illuminated during the hours of darkness.

TOWN OF CHEVERLY ADMINISTRATIVE REGULATION 2019-03

FLAGS Adopted _____, 2019

F. The flag should be hoisted briskly and lowered ceremoniously.

G. The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.

III. Respect for the Flag.

1. No disrespect should be shown to the flag of the United States of America.
2. The flag should never touch anything beneath it, such as the ground, the floor, water, or merchandise.

C. The flag should never be fastened, displayed, used, or stored in such a manner as to permit it to be easily torn, soiled, or damaged in any way.

D. The flag, when it is in such condition that it is no longer a fitting emblem for display, should be destroyed in a dignified way, preferably by burning.

IV. Flying Flags at Half-Staff.

A. Flags shall be flown at half-staff when prescribed by the President of the United States for days of national mourning, by the Governor of the State of Maryland, or when prescribed by the Mayor of the Town of Cheverly. On Memorial Day, the flags are flown at half-staff until 12:00 noon, and raised to the peak for the remainder of the day.

B. The Mayor or Town Administrator shall instruct department heads to lower the flag to half-staff and the duration period for flying the lowered flag. The department heads shall notify the appropriate department staff on the instruction.

C. The flag, when flown at half-staff, should be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag should be again raised to the peak before it is lowered for the day.

D. No other authority to raise or lower flags to half-staff is granted.

V . References.

A. 4 U.S.C. 1

TOWN OF CHEVERLY ADMINISTRATIVE REGULATION 2019-03

FLAGS Adopted _____, 2019

B. 36 U.S.C. 10

C. Maryland Code § 7-201, *et seq.*, of the General Provisions Article.

Town of Cheverly

David Deutsch, Interim Town Administrator

Attest:

Melanie Friesian, Town Treasurer

Date/Time



Debarment Solutions Institute, LLC

KNOWLEDGE ★ INTEGRITY ★ EXPERIENCE

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[CONSULTING](#)

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Sandra G. Nugent retired from the federal government in 2011 with over 31 years in federal service. She joined the DSI team as a Professional Services Provider in 2012.

Sandra's diverse background includes both public and private sector experience in the areas of law, fraud remedies (including suspension and debarment), government contracts, corporate compliance, federal auditing, and business management. Her legal career includes positions with the National Aeronautics and Space Administration (NASA); Defense Logistics Agency (DLA), Defense Contract Management Command (DCMC); and Defense Contract Audit Agency (DCAA).

Prior to becoming an attorney, Sandra worked as an auditor with the General Accounting Office (GAO), Department of Energy, and the Defense Contract Audit Agency (DCAA), respectively. In addition to holding these positions, she worked as a price/cost analyst with the Department of the Air Force. Sandra's experience with the public sector also includes state government where she served as Acquisition Manager for the State of Georgia's Purchasing Office, and oversaw the development of policy, compliance, and training of the state's purchasing officials.

Sandra is the founding Director of the National Aeronautics and Space Administration's (NASA) Acquisition Integrity Program (AIP), which has primary responsibility for legal issues regarding procurement fraud and other related irregularities, remedies coordination, and suspension and debarment. She played a critical role in establishing the agency's policies and practices to address fraud allegations. Sandra served as NASA's Coordination of Remedies Official, and in that capacity successfully instituted a dedicated network of acquisition and program personnel to ensure that fraud-related matters were addressed agency-wide. Under her leadership, more than 17,000 employees agency-wide were trained, and the Agency significantly increased its suspension and debarment actions.

During her federal career, Sandra played a critical role in some of the largest fraud cases in U.S. history. Under her leadership, NASA and the Department of Defense, in conjunction with the civil division and two U.S. Attorney's Offices, achieved the largest procurement settlement in history: \$615 million (including \$565 million in civil recoveries and \$50 million in criminal penalties) to resolve allegations of fraud in the award of NASA's Launch Services Contract (the 19-Pack) and the Air Force's Evolved Expendable Launch Vehicle contracts.

Prior to her position at NASA, Sandra served as the Western District Fraud Counsel for the Defense Logistics Agency (DLA), Defense Contract Management Command (DCMC)), where she oversaw the Agency's fraud program for all states west of the Mississippi, and played a critical role in coordination with the investigative organizations and the Department of Justice in the prosecution of one of the largest "qui tam" settlements in the history of the Defense Department and the largest product substitution case in U.S. history. Sandra led compliance and ethics reviews of major defense contractors facing suspension and debarment from government contracting, and led the effort to establish a fraud task force within the DCMC to expedite the investigation and prosecution of complex interagency fraud cases affecting the Government.

Prior to serving as Fraud Counsel, Sandra was the Chief Counsel at the DCMC Van Nuys, DLA's largest Area Operations Office. This was an organization that provided surveillance over 1,100 contractors holding 21,000 contracts valued at more than \$32 billion. Before joining DLA, Sandra served as an attorney with the Defense Contract Audit Agency (DCAA) where she successfully established the first Office of Regional Counsel within the Agency, and provided legal services to the Regional Director, senior managers and audit staff on a host of audit and contract law issues.

Sandra's private sector experience includes a position as Associate General Counsel for OHM Remediation Corporation, an environmental remediation company where she provided legal advice and counsel on government and commercial contract issues, business ethics, and compliance matters.

Sandra has a Juris Doctorate Degree from Southwestern University, Los Angeles, California and a Bachelor of Arts Degree in Business Administration from Dillard University, New Orleans, Louisiana. She is an active member of the California Bar and a member of the New Mexico, and U.S. Supreme Court Bars. She is a Certified Procurement Professional Contracts Manager (C.P.C.M.), and is an active member of the American Bar Association and the National Contract Management Association.



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Sandra G. Nugent BIOGRAPHY

Sandra G. Nugent retired from the federal government in 2011 with over 31 years in federal service. Sandra's diverse background includes both public and private sector experience in the areas of law, fraud remedies (including suspension and debarment), government contracts, corporate compliance, federal auditing, and business management. Her legal career includes positions with the National Aeronautics and Space Administration (NASA); Defense Logistics Agency (DLA), Defense Contract Management Command (DCMC); and Defense Contract Audit Agency (DCAA).

Sandra is the President and Chief Executive Officer of Contractor Integrity & Compliance, LLC., and provides consulting services in the area of business ethics and compliance to evaluate the effectiveness of compliance and integrity programs, determine whether gaps exist, and offer recommendations to assist companies in developing and successfully implementing practices, policies and procedures that will reduce or minimize risk. The Company also assists companies in the development and/or enhancement of Business Ethics and Compliance Programs; and provides ethics and compliance training.

Sandra joined the team the Debarment Solutions Institute (DSI) team, as a professional services provider in 2012. In that capacity, she provided monitoring, review and evaluation services that may be required under the terms of a debarment or suspension administrative agreement; a deferred or non-prosecution agreement, or other criminal, civil, or administrative disposition by settlement, consent or similar arrangement. She also provided general ethics and compliance evaluation services to test and evaluate the effectiveness of Company compliance and integrity programs.

Sandra is the founding Director of the National Aeronautics and Space Administration's (NASA) Acquisition Integrity Program (AIP), which has primary responsibility for legal issues regarding procurement fraud and other related irregularities, remedies coordination, and suspension and debarment. She played a critical role in establishing the agency's policies and practices to address fraud allegations. Sandra served as NASA's Coordination of Remedies Official, and in that capacity successfully instituted a dedicated network of acquisition and program personnel to ensure that fraud-related matters were addressed agency-wide. Under her leadership, more than 17,000 employees agency-wide were trained, and the Agency significantly increased its suspension and debarment actions.

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